

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

FORWARD FINANCING LLC,
Plaintiff,

v.

CA No. _____

One Step Sourcing, Inc.,
d/b/a One Step Sourcing,
Michael Spinosa,
and Michael Greenfield,
Defendants.

COMPLAINT

Plaintiff Forward Financing LLC sues One Step Sourcing, Inc., Michael Spinosa, and Michael Greenfield for breach of contract. Specifically, Plaintiff states and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Delaware corporation with its principal place of business at 36 Bromfield Street, Suite 210, Boston, Massachusetts 02108. All members of Plaintiff are citizens of the Commonwealth of Massachusetts.
2. One Step Sourcing is a New York Corporation with its principal place of business at 330 Motor Pkwy, Hauppague, NY 11788.
3. Michael Spinosa is a principal of One Step Sourcing who is a citizen of New York and resides at 19 Cardind Lane, East Islip, NY 11730.
4. Michael Greenfield is a principal of One Step Sourcing who is a citizen of New York and resides at 315 Lake Drive, Medford, New York 11763.

5. This Court has personal jurisdiction over Defendants pursuant to a contractual forum selection clause and because they transact business in Massachusetts; contracted for the supply of services in Massachusetts; and they regularly do business, engage in a persistent course of conduct, and derive substantial revenue from services rendered in Massachusetts.

6. This Court has subject jurisdiction pursuant to 28 U.S.C. § 1332(a) because this lawsuit involves citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Venue in this district is proper in accordance with 28 U.S.C. § 1391(a).

FACTS

8. On July 19, 2017, Plaintiff and One Step Sourcing entered into a Future Receipt Sales Agreement whereby Plaintiff purchased \$363,000.00 of One Step Sourcing's Future Receipts for the discounted purchase price of \$300,000.00. A copy of the Future Receipt Sales Agreement is attached hereto as Exhibit A.

9. Pursuant to the terms of the Future Receipt Sales Agreement, One Step Sourcing was obligated to pay Plaintiff each business day a specified amount of funds arising from the Future Receipts that One Step Sourcing generated (not to exceed fifteen percent (15%) of the Future Receipts generated in any given calendar month) until such time as Plaintiff collected the full purchased amount of \$363,000.00. One Step Sourcing was not obligated to pay Plaintiff its Future Receipts in the event One Step Sourcing's business slowed down and its Future Receipts decreased or if One Step Sourcing closed its business or ceased to process payment devices.

10. In the Future Receipt Sales Agreement, One Step Sourcing authorized Plaintiff to file a financing statement pursuant to the Uniform Commercial Code, granting Plaintiff a security interest in and evidencing the sale of the Future Receipts to Plaintiff.

11. Plaintiff performed under the Future Receipt Sales Agreement by depositing the purchase price of \$300,000.00, less any agreed upon amounts into a bank account designated by One Step Sourcing.

12. Between July 18, 2017 and November 16, 2017, Plaintiff received \$173,785.00 of the \$363,000.00 of Future Receipts that Plaintiff purchased from One Step Sourcing.

13. On or about November 17, 2017, One Step Sourcing breached its obligations under the Future Receipts Sale Agreement by failing to deliver to Plaintiff available and eligible funds arising from Future Receipts that Plaintiff purchased.

14. In the Future Receipt Sales Agreement, Michael Spinosa and Michael Greenfield agreed to indemnify Plaintiff for any losses and damages incurred by Plaintiff in any way relating to or growing out of One Step Sourcing's breach of the Future Receipts Sale Agreement. Michael Spinosa and Michael Greenfield have refused to indemnify Plaintiff for the losses and damages that Plaintiff has incurred because of One Step Sourcing's breach of the Future Receipts Sale Agreement.

15. By reason of the foregoing, and in accordance with the terms of the Future Receipts Sale Agreement, Plaintiff is entitled to damages in the sum of \$192,310.00, which equals (i) the amount of Future Receipts that Plaintiff purchased from One Step Sourcing less the amount of funds arising from Future Receipts that Plaintiff received

from One Step Sourcing and (ii) fees under Section 5 of the Future Receipts Sale Agreement.

CAUSE OF ACTION FOR BREACH OF CONTRACT

16. Plaintiff incorporates paragraphs 1 through 15 as if fully set forth herein.

17. Plaintiff has performed all of its obligations under the Future Receipts Sale Agreement with One Step Sourcing.

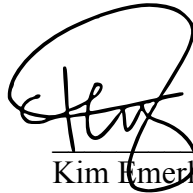
18. On or about November 17, 2017, One Step Sourcing breached its obligations under the Future Receipts Sale Agreement by failing to deliver to Plaintiff available and eligible funds arising from Future Receipts that Plaintiff purchased.

19. Plaintiff is entitled to indemnity from Michael Spinosa and Michael Greenfield for any losses and damages incurred by Plaintiff in any way relating to or growing out of One Step Sourcing's breach of the Future Receipts Sale Agreement, but Michael Spinosa and Michael Greenfield have refused to indemnify Plaintiff in further breach of the Future Receipts Sale Agreement.

20. As a result of Defendants' breaches of the Future Receipts Sale Agreement, Plaintiff suffered the monetary damages described herein.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of \$192,310.00, which equals the value of the Future Receipts that Plaintiff purchased from One Step Sourcing less the amount of funds arising from Future Receipts that Plaintiff received from One Step Sourcing plus fees under Section 5 of the Future Receipts Sale Agreement. Plaintiff also seeks recovery of interest pursuant to Mass. Gen. Laws. Ch. 231 §6C, court costs and prevailing party attorneys' fees pursuant to the Future Receipts Sale Agreement.

Respectfully submitted,
Forward Financing,
By its attorney,

A handwritten signature in black ink, appearing to read 'Kim Kemerling', is positioned above a horizontal line.

Kim Kemerling, BBO# 675974
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